AWARD/CONTRACT 1. This Contract Under DPAS								Rating DX	XA5	Page 1	Of 21
2. Contract (Proc. Inst. Ident) No. 3. Effective Date				`	700)	4. Requisition/Purchase Request/Project No.					
DAAE2	0-03-D-0024	<u> </u>		2	003JUN16				SEE SCHEDU	JLE	
5. Issue			Code	W52H09			v (If Othe	r Than Item		Cod	le _{S0513A}
	-ROCK ISLAN	ID		W321103		SANTA ANA	, (- /		5031311
	-LC-CAC-C				34 CIV	IC CENTER	R PLAZA				
	OLIVA (309)				ROOM 8	313A					
ROCK	ISLAND IL	61299-7630			SANTA	ANA CA	92701-4	056			
		LIVAJ@RIA.ARMY.MIL				SCI	D A P	AS NONE	ADP	PT HQ033	9
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County,	State, And	d Zip Code	e) 8	3. Delivery	y			
	CTEC COMPAN						X FOI	B Origin [Other (See E	Below)	
	REYNOLDS AV E, CA. 9261					9). Discoun	t For Promp	t Payment		
11(111)	E, CA. 7201	.13/11									
miron.	Duarwage.	Nh C 11 D i D f.		9		1	10. Submi	t Invoices]	Item
TYPE	BUSINESS: C	ther Small Business Perfo	rming in U	.S.			•		wise Specified)		12
Code			Facility Co	de				ddress Showi	ı In:		- 1
	p To/Mark F	or	Code		-	ent Will Be	-	7		Coo	le HQ0339
SEE S	CHEDULE					COLUMBUS (NT OPERATIO	ONS		
						182381					
					COLUME	BUS OH 4	43218-23	81			
13. Authority For Using Other Than Full And Open Competition: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()					14. Accou	nting And	Appropri	ation Data			
					150.0		15D II		** ** ** **	15D A	
15A. Item No. 15B. Schedule Of Supplies/Services SEE SCHEDULE CONTRACT TYPE:				8	15C. Qu	anuty D OF CONT	15D. Un	it 15E.	Unit Price	15F. A	mount
SEE S	CHEDOLE	Firm-Fixed-Price			S ⁻	upply Con		and Priced	Orders		
					0	ther					
Contract Expiration Date: 2008SEP30							l'otal Amo	ount Of Cont	ract -	\$0.00	
(V)	Section	Decemention			able Of Co	Section			Daganintian		Page(g)
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Part II - (Contract		Description		Page(s)
Х	A	Solicitation/Contract Form		1	Х	I		act Clauses			15
Х	В	Supplies or Services and Price	es/Costs	7		Part III -	List Of I	Oocuments, E	xhibits, And Ot	her Attachn	nents
Х	С	Description/Specs./Work Stat	ement	8	Х	J	List o	f Attachment	ts		21
Х	D	Packaging and Marking		10		Part IV -		ntations And			
Х	E	Inspection and Acceptance		11		K	Repre	esentations, C	Certifications, an	ıd	
Х	F	Deliveries or Performance		12			Other	Statements	of Offerors		
	G	Contract Administration Data	ì			L	Instrs	., Conds., an	d Notices to Offe	erors	
X	H	Special Contract Requiremen		13		M		ation Factors	s for Award		
_			racting Offic	er Will C							
	_	s Negotiated Agreement (Cor							to sign this docu		
		document and return tractor agrees to furnish and de	_ copies to	20	Solicitation Number DAAE2002R0171 including the additions or changes made by you which additions or changes are set forth in full above, is						
		ervices set forth or otherwise id			hereby accepted as to the items listed above and on any continuation sheets. This					,	
-		tion sheets for the consideratio			award consummates the contract which consists of the following documents: (a)						
		ations of the parties to this con		2	the Government's solicitation and your offer, and (b) this award/contract. No						
•	0	rned by the following document the solicitation, if any, and (c) s		nc	further co	ontractual o	document	is necessary.	•		
		tifications, and specifications, a									
		reference herein. (Attachments									
herein.		ORGI (TO C TO C			201 77	00.0		0.0*			
19A. N	ame And Titl	e Of Signer (Type Or Print)				ne Of Contr NNE SPURGI		ficer			
								IIL (309)78	2-4886		
19B. N	ame of Contr	actor	19c. Date S	igned	20B. Unit	ed States O	f Americ	a		20C. Date	Signed
_					_		/ a = c			2003JUN	_
By	A				By C:		/SIGNED/	~ Off'		20050 ON.	
	ignature of pe 540-01-152-80	erson authorized to sign)			(Sigr 25-106	nature of C	ontractin	· ·	lard Form 26 (R	Pov. 4-85)	

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THIS CONTRACT IS FOR THE DOME, LIGHT, NSN: 6220-01-195-6637, PART NUMBER 12324064.

- 1. THIS CONTRACT IS A FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT FOR THE LIGHT, DOME NSN: 6220-01-195-6637, PART NUMBER 12324064.
- 2. A "GUARANTEED MINIMUM" QUANTITY OF 300 EACH WILL BE OBLIGATED AT THE TIME OF AWARD. THIS "GUARANTEED MINIMUM" QUANTITY OF 300 EACH IS THE GOVERNMENT'S MAXIMUM LIABILITY UNDER THIS PROPOSED CONTRACT. ALL OTHER ESTIMATED BUY QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
 - 3. FOLLOWING ARE THE DATES OF THE ORDERING PERIODS COVERED BY THIS SOLICITATION.

ORDERING PERIOD ONE AWARD DATE - 30 SEPT 2003 ORDERING PERIOD TWO 1 OCT 2003 - 30 SEPT 2004 ORDERING PERIOD THREE 1 OCT 2004 - 30 SEPT 2005 ORDERING PERIOD FOUR 1 OCT 2005 - 30 SEPT 2006 ORDERING PERIOD FIVE 1 OCT 2006 - 30 SEPT 2007

4. THE GOVERNMENT'S PROJECTED BUY QUANTITIES, AS SET FORTH IN THE FOLLOWING TABLE, REPRESENT THE BEST ESTIMATE OF ACTUAL OR PROJECTED REQUIREMENTS PER ORDERING PERIOD AND ARE BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND AND PROJECTED DEMAND. THESE QUANTITIES MAY BE IMPACTED BY MANY UNFORESEEN FACTORS, INCLUDING MOBILIZATION REQUIREMENTS, BUDGETARY INFLUENCE AND CHANGING TECHNOLOGIES.

CLIN 0001

ORDERING PERIOD ONE 600 UNITS ORDERING PERIOD TWO 600 UNITS ORDERING PERIOD THREE 600 UNITS ORDERING PERIOD FOUR 600 UNITS ORDERING PERIOD FIVE 600 UNITS

IT SHOULD BE NOTED THAT THE ESTIMATED TOTAL QUANTITY FOR ORDERING PERIOD ONE INCLUDES THE "GUARANTEED MINIMUM" QUANTITY OF 300 EACH.

5. THE QUANTITY RANGES FOR EACH ORDERING PERIOD, AS SHOWN ON THE PRICING EVALUATION SUMMARY SHEET, ATTACHMENT 001 , ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES AND ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT THE GOVERNMENT WISHES TO PLACE ORDERS BEYOND THE INSTANT GUARANTEED MINIMUM OF 300 EACH.

OF

- 6. THE PROPOSED UNIT PRICE FOR ALL ORDERING PERIODS AND QUANTITY RANGES SHALL BE MARKED IN THE PRICE EVALUATION SUMMARY SHEET, ATTACHMENT 001.
- 7. ALL DELIVERY ORDERS WILL BE ISSUED USING THE UNIT PRICE PROPOSED FOR THE APPLICABLE ORDERING PERIOD AND QUANTITY
- 8. THE DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD THE OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.
- 9. THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT:

TACOM-ROCK ISLAND AMSTA-LC-CAC ROCK ISLAND, IL 61299-7630

THE FOLLOWING CLAUSES HAVE BEEN ADDED TO THIS CONTRACT.

- 1. DFARS 252.232-7004, ENTITLED: DOD PROGRESS PAYMENT RATES
- 2. FAR 52.246-24, ENTITLED: LIMITATION OF LIABILITY-HIGH VALUE ITEMS
- 3. FAR 52.223-14, ENTITLED: TOXIC CHEMICAL RELEASE REPORTING
- 4. FAR 52.223-13, ENTITLED: CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
- 5. FAR 52.223-6, ENTITLED: DRUG FREE WORKPLACE

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

*** END OF NARRATIVE A 001 ***

THE GOVERNMENT ALSO HEREBY REQUESTS THAT YOUR REVISED ACCEPTANCE PERIOD BE EXTENDED FROM THE STANDARD 60 DAYS TO 120 DAYS. BASED ON THE 120 DAY PROPOSAL ACCEPTANCE PERIOD, YOUR REVISED PROPOSAL WOULD BE VALID UNTIL APPROXIMATELY (21 JULY 2003), UNLESS YOU SPECIFICALLY STATE A DIFFERENT PROPOSAL ACCEPTANCE PERIOD IN YOUR RESPONSE.

*** END OF NARRATIVE A 002 ***

Regulatory Cite	Title	Date

A-1 HO, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;

Reference No. of Document Being Continued Page 4 of 21 **CONTINUATION SHEET** PIIN/SIIN DAAE20-03-D-0024 MOD/AMD Name of Offeror or Contractor: (3) Problem description; (4) Summary of your discussions with the buyer/PCO. (End of clause) (AS7006) A-352.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998 TACOM-RI THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS. (END OF CLAUSE) (AS7003) INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL 52.211-4506 DEC/1997 A-4SPECIFICATIONS AND STANDARDS (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation. (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I: MILITARY/FEDERAL LOCATION OF ACO SPEC/STANDARD REQUIREMENT (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed. (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation. (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows: (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE \$	
CLIN	 PRICE \$	\$
CLIN	 PRICE \$	\$
CLIN	PRICE S	5

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Name of Offeror or Contractor:

(End of clause)

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 TACOM-RT AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

COMPINITATION		Reference No. of Docume	ent Being Continued	Page 6 of 21
CONTINUATION S	SHEET	PIIN/SIIN DAAE20-03-D-0024	MOD/AMD	
Name of Offeror or Contractor:		1		<u>'</u>
f Internet access is not avai	lable contac	et the contracting officer or HQ,	AMC to obtain the AMC-Level	Protest Procedures.
		(END OF CLAUSE)		
(AS7010)				
A-7 52.243-4510 TACOM-RI	DIRECT VE	ENDOR DELIVERY		JAN/1999
lestination in the Schedule, to commercial packaging. The cont	satisfy ur ractor may a	chis contract, the contractor may regent or backorder situations. In also be called upon to ship the it e. Please provide your POC, electr	such instances the contractor em to the new destination wi	or may be directed to use best thin 24 hours of the required
		(End of clause)		
AS7012)				

A-8 52.246-4538 AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS JUN/1998
TACOM-RI DELETED 24 APR 03 WITHOUT REPLACEMENT

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0024 MOD/AMD

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Name of Offeror or Contractor:								
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS							
0001	PRODUCTION QUANTITY							
	NOUN: LIGHT, DOME FSCM: 6220 PART NR: 12324064 SECURITY CLASS: Unclassified							
	THIS IS A FIVE (5)YEAR "REQUIREMENTS" CONTRACT. FOR THE LIGHT, DOME, NSN: 6220-01-195-6637, PART NUMBER: 12324064.							
	THE ORDERING PERIODS AND ESTIMATED QUANTITIES ARE SET FORTH IN SECTION A OF THIS CONTRACT.							
	PRICING SHALL BE IN ACCORDANCE WITH ATTACHMENT 001 (SEE SECTION J). PRICES SHOULD BE SHOWN ON THIS PRICING ATTACHMENT AND NOT ON THIS PAGE.							
	QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED IN THIS "REQUIREMENTS" CONTRACT.							
	DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.							
	(End of narrative B001)							
	Description/Specs./Work Statement TOP DRAWING NR: 12324064 DATE: 19-MAR-2002							
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: PACKAGING AND MARKING UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B							

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12324064 with revisions in effect as of 19 MAR 2002 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION (S):

DOCUMENT		DELETE			F	REPLACE W	IITH	
SPI-12324064			MIL-P-11	.6	N	MIL-STD-2	2073-1	
		MIL-C-55	01/7		N	NAS-847		
		A-A-5017	7		COMMERCIA	L GRADE	LENS TIS	SUE
		MIL-B-11	.7		MIL-DTL-1	17		
12324064		MS91528			I	AIA/NAS N	IASM91528	}
12324064					ADD DISTR	IBUTION :	STATEMEN	Г "С"
12324064		MIL-M-81	594		N	MIL-M-815	31	
12324064		MIL-STD-	2000		I	ANSI/IPC/	J-STD-00	1, CLASS 3
12273267		MODEL H	MODIFIED		61815-32	MODEL H		
					POC KEN F	RANNLIN	847-675-	2600
12273343					ADD "SOUR	CE CONTR	OL DRAWII	NG"
12273343	P/N 583	IS STILL	AVAILABL	E/POCDEB	OR JOHN 1-	-800-223-	-7427	
DOCUMENT		DELETE			F	REPLACE W	IITH	
QAR 12324046			MIL-STD-	105			MIL-STD-	1916
		MIL-STD-	105 AOLS		MIL-STD-1	916 VL I	V FOR MA	JOR &
					MIL-STD-1	916- VL	II FOR M	INOR
					CHARACTER	ISTICS		
QAR 12324062			"					"
QAR 12324063			"					II .
QAR 12324064			MIL-STD-	2000				
QAR 12324063	ADD DIST	TRIBUTION	STATEMEN	T "C"				
CHANGE REVISION IN THIS T	TDP							
	FROM		TO					
10004225								
10924335	A		В					
11639534	-		В					
11639608	_		В					
12281815	D		E					
12304695 SH1		ED		EM				
12304695 SH2		EC		EM				
12304695 SH3		EC		EJ				
12304695 SH4		EA		EH				
12324064	C		M					
5705498 SH1,2,3,8,10,12		A		C				
SQ12324064 ALL SH'S		C		H				

GFM/GFE: DRAWING NO.

	21	Page 9 of 21	Being Continued	CONTINUATION SHEET	
TII. (OII.)			MOD/AMD	PHN/SHN DAAE20-03-D-0024	CONTINUATION SHEET

Name of Offeror or Contractor:

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994

TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000
	TACOM-RI		

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 1999 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: _P12324064, REV. A, DATED 17 MAY 1995

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 DEC 1997, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
 - e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring			
(X) QUALITY MANAG 7.2, 7.3, 7.4, 7	EMENT SYSTEMS - REQU	JIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING	PARAGRAPHS
() QUALITY SYSTEM	S - MODEL FOR QA		ISO 9003	18 JUL 1994	UNTAILORED	

(End of clause)

(EF6002)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.

*** END OF NARRATIVE F 001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is OLIVAJ@RIA.ARMY.MIL. The data fax number for submission is 309-782-0713, ATTN: MR. JOSE OLIVA.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $\ensuremath{\text{N/A}}$

(End of Clause)

(HS6510)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NC

CONTI	NITIAT	ION	SHEET

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Name of Offeror or Contractor:

If YES, give name of rail carrier serving it	:
If NO, give name and address of nearest rail ${\bf r}$	freight station and carrier serving it:
Rail Freight Station Name and Address:	
Serving Carrier:	
	(End of Clause)
(1107.00)	
(HS7600)	

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-10	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.211-13	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-10	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL/1996
I-11	52.217-2	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-12	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-13	52.222-19	PROHIBITION OF SEGREGATED FACILITIES AND REMEDIES	FEB/1999
I-15	52.222-21	EQUAL OPPORTUNITY	APR/2002
I-15	52.222-20	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
1-10	52.222-35	VIETNAM ERA, AND OTHER ELIGIBLE VETERANS VETERANS OF THE	DEC/2001
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
	52.222-36		
I-18	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-19	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-20	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	JUN/2003
I-21	52.225-8	IF0496 WAS DELETED 15 APR 03 AND REPLACED BY IA0745, DUTY-FREE ENTRY	FEB/2000
I-22	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-24	52.229-5	IF0079, TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO	APR/1984
		RICO WAS DELETED WITHOUT REPLACEMENT ON 31 MAR 03	
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-31	52.232-25	PROMPT PAYMENT	FEB/2002
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	/0000
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-13	BANKRUPTCY	JUL/1995
I-36	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-37	52.244-6	IF0352 WAS DELETED ON 31 MAR 03 AND REPLACED BY IF0356, SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-38	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-39	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-40	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JUN/2003
I-41	52.248-1	VALUE ENGINEERING	FEB/2000
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999

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	DFARS	RELATED FELONIES	
I-46	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-48	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-49	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-50	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-51	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-52	252.225-7009 DFARS	IA0736, DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) WAS DELETED 15 APR 03 WTIHOUT REPLACEMENT	AUG/2000
I-53	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-54	252.225-7031 DFARS	IA0654 WAS DELETED 15 APR 03 AND REPLACED BY KA0502, SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-55	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-56	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-57	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-58	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-59	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-60	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-61	252.246-7000 DFARS	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-62	52.216-18	ORDERING	OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued DURING ORDERING PERIODS ONE THROUGH FIVE.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-63 52.216-19 ORDER LIMITATIONS OCT/1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 300, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of 700;
 - (2) Any order for a combination of items in excess of 700; or

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- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-64 52.216-22 INDEFINITE QUANTITY

OCT / 1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEP 2008.

(End of clause)

(IF6036)

I-65 52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-66 52.203-7 ANTI-KICKBACK PROCEDURES

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(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-68 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-69 52.222-2

WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-70 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

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(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- I-71 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	PRICING EVALUATION SUMMARY		001	
Attachment 002	DOCUMENT SUMMARY LIST		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	Title	<u>Date</u>	Number <u>of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)